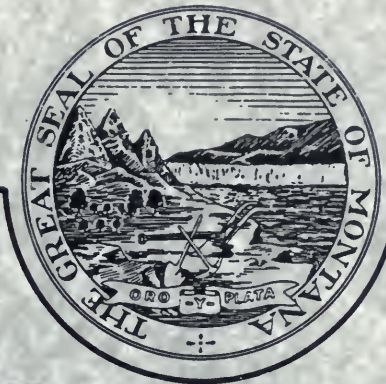


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State of **MONTANA**

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STATEWIDE LEASE REPORT

DEPARTMENT OF ADMINISTRATION



SEPTEMBER 1998

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DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION



MARC RACICOT, GOVERNOR

PO BOX 200110

STATE OF MONTANA

(406) 444-3060

HELENA, MONTANA 59620-0110

TO: Director's Office
Department Leasing Managers
All State Agencies

FROM: Garrett M. Bacon
Leasing Officer

DATE: September 1, 1998

SUBJECT: Fiscal Year 1999 Statewide Lease Report

The General Services Division of the Department of Administration is distributing the Fiscal Year 1999 Statewide Lease Report. The report is formatted into seven sections:

- I. Montana Operations Manual Management Memo, 1/90/4-4, "Space Allocation & Use, Lease & Service Contract Approval";
- II. State of Montana Standard Lease Contract 9-99 with Department of Administration lease approval parameters and guidelines;
- III. State of Montana Short Form Lease Contract 9-99 for leases under \$5,000.
- IV. Department of Administration Statewide Lease Number Assignments;
- V. Lease Summary by City;
- VI. Lease Summary by Agency;
- VII. Lease Contract Summaries organized by City.

The State of Montana Standard Lease Contract and the State of Montana Short Form Lease Contract have been revised to better protect the best interests of the state. Please discontinue using all prior lease formats received from General Services Division.

Proposed leases submitted to General Services Division for approval which are not on the 9-99 formats are unlikely to receive approval. However, we realize that unique situations do occasionally arise which merit individualized exceptions to standard procedures. Please contact GSD to discuss any such irregularities prior to submitting the lease for approval.

Both the Standard Lease Contract template and the Standard Short Form Lease Contract template are available on disc in Wordperfect 5.1 and 6.1 upon request.

Every effort has been made to provide the most accurate and current data available. Nonetheless, if any discrepancies are found in the enclosed lease report, please contact General Services Division and we will correct the erroneous information.

Thank you.

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MONTANA OPERATIONS MANUAL MANAGEMENT MEMO

1/90/4-4

**Space Allocaton and Use, Lease and
Service Contract Approval**





MONTANA OPERATIONS MANUAL

MANAGEMENT MEMO

VOL. YEAR		NO.
1	90	4-4
DATE ISSUED		6-14-90
DATE EFFECTIVE		6-1-90

SUBJECT SPACE ALLOCATION AND USE, LEASE AND SERVICE CONTRACT APPROVAL

TO: All State Agencies

FROM: Dave Ashley, Acting Director
Department of Administration*Dave Ashley*

DATE: June 14, 1990

INTRODUCTION

It is the responsibility of the Department of Administration to act as the approving authority for agency use of space statewide. The responsibility of the Department extends to four areas:

1. Allocate state owned space on the capitol complex.
2. Approve or provide all alterations, repairs, improvements or remodeling of state buildings in the state capitol area.
3. Approve state agency requests to lease space for operations.
4. Approve service contracts for state owned or state leased space in the state capitol area.

AUTHORITY

Montana Code Annotated 2-17-101 grants the Department of Administration jurisdiction over the allocation of space for state agencies:

2-17-101. Allocation of space:

Section (1): "The department of administration shall determine the space required by state agencies other than the university system and shall allocate space in buildings owned or leased by the state, based on each agency's need. To efficiently and effectively allocate space, the department periodically shall identify the amount, location, and nature of space used by each agency."

Section (2): "An agency requiring additional space shall notify the department. The department, in consultation with the agency, shall determine the amount and nature of the space needed and locate space within a building owned or leased by the state to meet the agency's requirements. If no space is available in a building owned or leased

by the state, the department shall locate space to be leased in an appropriate building or recommend alternatives to leasing, such as remodeling or exchanging space with another agency. A state agency may not lease, rent, or purchase property for quarters without prior approval of the department."

Section (4): "For state agencies located in a city other than Helena, the department of administration shall consolidate the offices of these agencies in a single, central location within the city whenever such consolidation would result in a cost savings to the state while permitting sufficient space and facilities for the agencies. The department may purchase, lease, or acquire, by exchange or otherwise, land and buildings in the city to achieve consolidation." State retail liquor stores, liquor retail agencies, and offices of the law enforcement services division and motor vehicle division of the department of justice are exempted from consolidation.

Additionally, Montana Code Annotated 2-17-111 provides for custodial care of the buildings:

2-17-111. Custodial care of capitol buildings and grounds.

Section (1): "The department of administration is custodian of all state property in the state capitol area, which is the geographic area within a 10-mile radius of the state capitol."

Section (2): "It is the duty of the department to supervise and direct the work of caring for and maintaining buildings and equipment in the state capitol area. The department shall include in the department's budget the necessary requests for appropriations for the maintenance, repair, replacement, renewal, or addition to state buildings and equipment in the state capitol area. The department shall provide or approve all custodial, maintenance, and security work done on state-owned or leased buildings in the state capitol area."

Section (3): "A state agency may not alter, improve, repair, or remodel a state building in the state capitol area without the approval of the department."

PROCEDURES

Need for State Owned Space - If an agency needs additional state owned space in the Capitol Complex, they shall submit a written request to General Services Division, Department of Administration. The request should include the following information:

- usable square footage required
- number of F.T.E. to be located in the requested space
- computers, phones and other equipment required in the space
- general description of work functions of the program for which space is sought

GSD will consider the request and attempt to match agency needs with available space. If state owned space is not available, the Division will recommend other options, i.e. a space utilization study of existing space or private sector space rental.

Request for Remodeling or Improvements - If an agency wishes to have state owned space altered to better fit their facility needs, they shall submit a written request to General Services Division, Department of Administration. The request should include the following information:

- reason for the request
- general description of work functions of the program for which remodeling is sought
- mechanical, electrical, phone and computer needs
- time requirements

If the request to alter state owned space is approved, the GSD will provide design consultation and cost estimates for the improvements. Agencies will be billed for the costs of improvements unless they are considered normal and required maintenance. GSD will either provide construction or approve private contracts for construction, depending upon the size and complexity of the project. No agency may alter state owned space without the express approval of the GSD.

Need to Lease Space for Operations - The General Services Division assists agencies in acquiring leased space when no appropriate State owned space is available. The department will assign leased space to achieve consolidation of agency offices whenever such consolidation would result in a cost savings and agency facility needs would still be met. Agencies desiring to lease space shall submit a written request to the General Services Division, Department of Administration. The request should contain the following information:

- usable square footage required
- number of FTE to be located in the requested space
- computers, phones and other equipment required in the space
- general description of work functions of the program for which space is sought
- date of occupancy

GSD will respond to the request explaining specific concerns which need to be addressed before Department of Administration approval will be granted. Those concerns include 1) price per square foot, 2) office space consolidation among agencies, 3) a non-appropriations clause, and 4) the adequacy of the space in meeting the agency's needs, i.e. parking requirements, the provision of janitorial services, utilities, remodeling, handicap accessibility, etc.

Once the agency, in consultation with the GSD, has located suitable space, a draft lease should be submitted for review. If the draft lease is acceptable, GSD will authorize and assist the agency in negotiating a final lease. Whenever possible, a representative from

GSD will tour the space to assist with the evaluation of physical plant systems and concerns.

The lease must include the square footage, annual cost, street address, and the services to be provided by the lessor.

GSD maintains the following information which is available to agencies requesting to lease private space:

- 1) Copies of all Department approved leases.
- 2) Statewide Lease Report--This report lists each agency's leased office space by city, including square footage leased, lease price, contract expiration date, and services provided. Agencies can use this report to ascertain prevailing market rates in a given community. Landlords frequently request this report so they can attract state agency tenants when their leases expire.
- 3) Survey of available office space in Helena and some of the other major cities.

Request for Service Contracts in the Capitol Area - If an agency in leased space is required to provide service to the property by means of contracting with private vendors, they shall submit a written request to General Services Division, Department of Administration. The request should include the following information:

- location of lease site
- total square footage
- services required
- implementation date

A representative of the GSD will consult with agencies regarding the most efficient procurement of services. Service contracts must be approved by the GSD.

OTHER ISSUES

Market Rental Rate

Occasionally an agency will seek legislative authority for a new program which will require additional office space. The agency should contact the General Services Division to get a market rental rate for budgetary purposes.

Lease Survey

Annually, the General Services Division surveys agencies and publishes the Statewide Leased Property Report. This report is distributed to all agencies. Agencies, prior to the expiration of their current lease, should review this information to evaluate the possibility of consolidating operations into a single location with another agency. For example, if two agencies' leases expire at the same time, they

should contact one another to discuss the possibility of office space consolidation. Agencies should consider expiration dates of other leases when negotiating their expiration date so that state leases in a city expire simultaneously. Common expiration dates enhance the possibility of consolidating state agencies in a single location.

Telecommunications

Moving and installation cost for computers, phones, and other electronic equipment can be significant. These costs can be greatly reduced by locating in facilities which presently house state agencies, or consolidating two or more offices in one location and sharing start up costs. Assistance in this area can be obtained from the Telecommunications Bureau, Information Services Division (444-2586). Agencies should allow 60 days for planning, ordering and installation of electronic equipment.

Excess State Owned Space

If any agency has more space than needed, the agency should notify the General Services Division. The written notification should describe the space and list the usable square footage (not to include common space). The Division will accept the return of space and adjust the agency's monthly billing. Each agency is responsible for assessing space needs to insure that unneeded space is returned to the Department of Administration.

Periodic space surveys will be performed by the GSD to ensure that efficient use is being made of state owned space. Agencies may be required to return space to the GSD inventory as needs and uses change.

CONCLUSION

The General Services Division is the contact for all space/lease concerns statewide. Agencies should contact the Division when planning changes in the rental or leasing of office space.

Questions regarding this management memo will be answered by the General Services Division, telephone 444-3060.

STATE OF MONTANA STANDARD LEASE CONTRACT

- **Lease Guidelines**
- **Approval Parameters**

STATE OF MONTANA STANDARD LEASE CONTRACT 9-98

1. PARTIES

This lease is entered into this ____ day of _____, 19____, by and between the Montana Department of _____, located at _____, Helena, Montana 596____, hereinafter referred to as the "Department" and _____ located at _____, _____, Tax ID#_____

herein after referred to as the "Contractor".

2. PURPOSE OF LEASE

The Department has a need to lease premises in _____, Montana, for the purpose of _____. _____ has premises available for lease in _____, Montana, suitable for stated purpose. The Contractor and the Department therefore agree as follows:

3. PREMISES DESCRIPTION

The area of space being leased consists of _____ square feet, and includes the right to use common areas within the leased premise. The premises are located at _____, _____, Montana.

4. TERM OF LEASE

The term of this lease shall be ____ (__) years, originating on the ____ day of _____, 19 ____, and terminating on the ____ day of _____, 19 ____, unless earlier terminated as provided in Sections 14, 20 or 22 of this lease.

5. CONSIDERATION

The annual amount of rent the Department shall pay to the Contractor during each year is \$ _____, payable in equal monthly installments of \$ _____. This reflects a rate of \$ ____ per square foot per year.

After receiving a completed invoice addressed to the Montana Department of _____, _____, Helena, Montana 596____, at the beginning of each month, these charges will be paid.

6. RENEWAL OPTION

The Department shall retain the option to renew this lease for a period of up to ____ (__) year(s) upon its termination with the same terms and provisions as contained in this lease. The renewal rate shall be \$_____ per square foot. The Department shall notify Contractor of their intent to renew this lease at least ____ (____) days prior to the expiration of the original term of this lease.

All lease renewals are subject to prior approval by the Department of Administration as provided in section 26.

7. UTILITIES AND SERVICES

The Contractor shall furnish and pay all _____,
_____ and, _____.

The Department shall be responsible for providing _____,
_____ and _____.

8. PARKING SPACE

Contractor agrees to provide at a minimum, _____ parking spaces, including the requisite number of handicapped spaces in compliance with the American With Disabilities Act as part of the leased premises at no additional charge or cost to the Department.

9. PARKING AREA AND SIDEWALK MAINTENANCE

Contractor agrees to keep the parking area and sidewalks in good repair, and to timely remove snow and ice from the parking area and sidewalks.

10. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section.

The Contractor's address for purpose of receiving demand or notice is _____.

The Contractor's representative for purposes under this lease is _____, telephone (406) _____.

The Department's address for the purpose of receiving notice is Montana Department of _____, _____, Helena, Montana 596 ____.

The Department's representative for purposes under this lease is _____, telephone (406) _____.

If either party changes its address, it must notify the other party in writing at the address provided in this section.

11. QUIET ENJOYMENT

The Department has the right to quiet and peaceful enjoyment and utilization of the leased premises for the term of this lease upon paying the rents as provided and upon Department adherence to performance conditions set forth by and in this lease.

12. INSPECTION

The Department shall permit upon prior notice, the Contractor or its agent to enter into and upon the premises at all reasonable times to maintain or inspect the building in which the leased premises are located or to make repairs, alterations or additions to any portion of the building, including, but not limited to, the erection and maintenance of scaffolding, canopies, fences, or props as may be needed.

13. MAINTENANCE OF PREMISES

Contractor shall, at its own cost and expense, keep and maintain in good working order and repair during the term of this lease or any extension thereof, the exterior of the premises including the roof, the interior, all fixtures in the building except those owned by the Department, and all plumbing, heating, ventilation, air conditioning, and electrical circuits. The Contractor, at its own cost and expense shall be responsible for the replacement of light bulbs, florescent tubes and other lighting elements and shall do so within 7 working days after notification.

The Department shall notify the Contractor in writing immediately of any damage or need for repair. Contractor shall make or cause to be made the necessary repairs as soon as possible after receiving notice. The Department shall be financially responsible only in cases of damages resulting from the Department's negligence or that of its employees.

Should the Contractor fail to make or begin to make necessary repairs within thirty (30) days after U. S. Postal Service postmark of written notification of damages by the Department to the Contractor, the Department may then make necessary repairs at the Contractor's expense at the lowest reasonable cost.

An itemized statement of repairs made by the Department under this section, including receipt verification of labor and materials may be tendered in lieu of full or partial payment of rent due for the succeeding months until the cost of the work performed is fully credited against rent due under this lease.

14. CASUALTY OR FIRE DAMAGE

In the event the leased premises becomes twenty-five percent (25%) or more destroyed or made uninhabitable by fire or other casualty, or if the premises are condemned by a proper authority, this lease may be terminated by the Department.

If the premises are less than twenty-five percent (25%) destroyed or made uninhabitable by fire or other casualty, the rent shall be reduced by the proportion the premises have been rendered uninhabitable or declared unsafe. For the purpose of this section, other casualty includes but is not limited to vandalism.

If the premises are not restored, or cannot be restored, and returned to proper condition for use and occupancy within thirty (30) days of the casualty, then either the Contractor or the Department may terminate this lease on ten (10) days written notice to the other party.

Upon written notice of termination under this section, the Contractor shall refund any unearned rent paid by the Department, and the Department shall have no further obligation to the Contractor under this lease. Contractor shall continue to insure the premises until Department's personal property is removed from the premises. The Department shall have 30 days after termination of this lease to remove its property from the premises.

15. ALTERATIONS TO PREMISES

The Department agrees to make no substantial alteration to the premises without the prior written consent of the Contractor.

16. **SIGNS**

The Department shall have the right to install on the exterior of the premises a suitable sign or signs to advertise the Department's presence in and on the premises. At the termination of this lease, the Department shall remove the sign or signs and restore any alterations to the exterior of the premises caused by the installation of the sign or signs.

17. **HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor agrees to protect, defend, and save the State, it's elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or it's agents, employees, representatives, assigns, subcontractors, and the State, under this lease.

18. **INSURANCE SPECIFICATIONS**

a. **Property**

At its sole cost and expense, the contractor shall keep the building and all other improvements on the premises insured throughout the term of the agreement against the following hazards:

- Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

b. **General Liability**

- General Liability: the contractor shall purchase Occurrence

coverage with combined single limits of \$1 million per occurrence/\$2 million aggregate per year for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall name the Department as an additional insured as respects general supervision, products, premises, access to the premise and completed operations. This insurance must be from an insurer licensed to do business in Montana or a domiciliary state and with a Best's rating of no less than A-. The Contractor must provide 30 days written notice to the state of any material change in coverage including cancellation and that the state reserves the right to request copies of the Contractor's insurance coverage at any time.

The contractor's insurance coverage shall be primary insurance as respects the state, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the state, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

19. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The Contractor must comply with all applicable state and federal law. This includes, but is not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, and the Section 504 of the Rehabilitation Act of 1973.

The Contractor agrees to conform with all rules and regulations adopted under the Montana Safety Act and the Act itself. The Contractor further agrees to comply with the ordinances and laws of the City of _____, and the State of Montana, affecting the use of the premises and to assume all legal responsibility for any charges or damages for non-observance.

The Contractor agrees to provide the Department of Administration, the Legislative Auditor, the Legislative Fiscal Analyst, or their authorized agents access to any records concerning this lease.

The Contractor agrees to create and retain all records supporting the services rendered or goods delivered for a period of three years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the state of Montana or a third party.

20. ENVIRONMENTAL HAZARDS

The Contractor hereby represents and warrants that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the leased premises to date and that the soil and groundwater on or under the leased premises are free of toxic or hazardous substances as of the date that the term of this lease commences.

The Contractor represents and warrants that the leased space shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the space or undamaged boiler or pipe insulation outside the space. Radon levels in the demised premises shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes or 4 picocuries per liter (PCI/L).

If at any time, the Department determines that the demised premises poses a significant environmental hazard to its employees, this lease may be terminated with a minimum of thirty (30) days written notice.

21. HOLDOVER TENANCY

In the event the Department holds the premises beyond the terms of this lease, in the absence of a written agreement to the contrary, it shall be deemed a month-to-month tenancy subject to all terms and conditions of this lease. This holdover tenancy may be terminated at any time by either the Contractor or the Department by means of a 30-day written notice delivered prior to the beginning of the final month.

22. TERMINATION

The Contractor acknowledges, understands, and agrees that the Department, as a state agency, is dependent upon state and federal appropriations for its funding. In the event state or federal government funds available for this purpose are reduced, the Department may cancel this lease by giving thirty (30) days written notice to the Contractor.

The Department shall not be liable to the Contractor for any amount which would have been payable had the lease not been terminated under this provision. The Department shall be liable to the Contractor only

for the amount owed to the Contractor up to the date the Department vacates the premises.

If either party to this lease defaults in the performance of any term or condition of this lease, the other party may give the defaulting party notice of the default, which notice shall specify the action required to correct the default and a period of time of not less than (30) days within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this lease without further obligation under this lease, other than obligations incurred or accrued to the date of termination.

At the expiration or termination of this lease or any extension of it, the Department will vacate and surrender the premises to the Contractor in as good condition and repair as when it took possession, reasonable wear and tear excepted. All property and fixtures placed in the premises by the Department or owned by the State of Montana may be removed by the Department within thirty days of termination.

23. SEVERABILITY

It is understood and agreed by the parties hereto that if any term or provision of this lease is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this lease did not contain the particular term, condition, or provision held to be invalid.

24. VENUE AND INTERPRETATION

The Contractor and Department agree that this lease shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising over this lease, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

25. SUCCESSORS

All rights and liabilities herein given to or imposed upon both parties shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. LEASE APPROVAL

This entire lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, or letter of understanding, is subject to prior approval by the Department of Administration.

27. ENTIRE LEASE

This contract consisting of _____ (__) pages and the attached Janitorial Specifications, contains the entire contract between the Contractor and the Department. Any lease hereafter made shall not be effective to modify this lease unless such agreement is in writing and is signed by both parties to the original lease.

28. SUBLEASE

The Department shall have the right to sublet the premises to a Sublessee, with the consent of the Contractor, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the Contractor and the Department have entered into and executed this lease:

CONTRACTOR (S)

By: _____ Date _____
(name)

By: _____ Date _____
(name)

DEPARTMENT

By: _____ Date _____
(name)

PRIOR APPROVAL BY THE DEPARTMENT OF ADMINISTRATION

By: _____ Date _____
(name)

THIS LEASE HAS BEEN APPROVED FOR LEGAL CONTENT BY THE DEPARTMENT OF
ADMINISTRATION'S LEGAL COUNSEL.

ATTACHMENT #-

JANITORIAL SPECIFICATIONS

Agency Contact:

Phone:

All janitorial equipment and supplies necessary to accomplish the duties described will be furnished by the Contractor.

1. The janitorial supply list includes but is not limited to:
 - a. Hand towels and toilet tissue;
 - b. Restroom hand soap for dispensers;
 - c. Trash can liners; and
 - d. Entrance or walk-off mats.
2. Daily Requirements:
 - a. Floor sweeping and damp mopping all tiled areas.
 - b. Clean and sanitize plumbing fixtures, and toilet rooms (sinks, showers, toilets, mirrors, etc.)
 - c. Vacuum carpet, using industrial type vacuum cleaner with a power head in entrance area and hallways.
 - d. Remove all trash from building.
 - e. Snow removal as needed on sidewalks to prevent the accumulation of packed snow or ice. Additionally, deicing compound, not salt, shall be used to melt residue after snow removal. Access to an amount of deicing compound for times when janitorial staff are not available is required.
 - f. Cleaning supplies: re-stock toilet tissue, towels, soap, sanitary napkins, etc. in restrooms.
3. Weekly Requirements:
 - a. Complete dusting of all offices.
 - b. Vacuum all areas of carpeting.
 - c. Clean interior glass by each doorway.
4. Semi-annual Requirements:
 - a. Glass Cleaning - all external windows leased by the Department (October and May).
 - b. Carpet Cleaning - all carpeted areas in space leased by the Department shall be cleaned using professional process carpet cleaning equipment.
 - c. Clean all light fixtures.

LEASE ANALYSIS GUIDELINES

Several factors are considered when analyzing a lease for state agencies. Consideration is given to:

1. Cost and cost savings.
2. Consolidation or co-location of agencies.
3. Length of lease proposals.
4. Agency requirements.

The following lease analysis guidelines discuss primarily the first three (3) of these considerations. Agency needs are determined by the agency insomuch as these needs are consistent with adequate space allocation. The topic of space allocation will not be considered in the scope of this discussion. The factors discussed will be in relationship to the lease document itself.

LEASE

A lease is a contractual agreement by which an owner of real property (the lessor/contractor) gives the right of possession to another (the lessee/department), for a specified period of time (the term) and for a specified consideration (rent).

CO-LOCATED AGENCIES

Only one department may be named as lessee on a contract for real property. Multiple departments may have individual lease contracts with the same lessor. Also, if the lease permits, one department may sublease to another department.

TERMS

The terms of a lease refer to the lease consideration other than price. They include length of possession, conditions of premises, and how, when and to whom rents will be paid.

When reviewing a newly proposed lease or renewal of an existing lease, verify the contract origination (beginning) and termination (expiration) dates.

Origination Date: The beginning date of a contract should be the date immediately following the expiration date of the contract presently in force. If a new lease at a new location is proposed, it should begin on the actual date of occupancy.

Termination Date: The lease expiration date should be structured to coincide with other State lease expirations in the region whenever possible. Check other leases in the same city. Negotiate coincidental termination dates.

This provides the flexibility in allowing for future consolidation of state services. It also saves time for the Leasing Officer. All the leases can be reviewed and renewed / renegotiated at the

same time for a particular city. Scheduled travel to these locations then becomes more productive and cost effective.

Length

In general, a maximum lease term of four (4) years is preferred. Longer terms may be considered if agency needs require. However, committing appropriations beyond two biennia must be researched thoroughly.

When analyzing a lease, consider the cost savings, agency size, remodeling costs, future consolidation potentials, communications and computer installation expense, potential agency or departmental reorganization, or fluctuation in FTE's.

If the cost of the lease is relatively high for the local market, a shorter term is suggested to allow for further study of alternative sites and terms.

If agencies are already co-located, a longer lease may be considered. A longer lease is considered to be 5-10 years. Leases exceeding six years require approval by the director of the Department of Administration.

CONSIDERATION

Rent Calculation: Consideration refers to anything which is, legally, of value, and induces one to enter into a contract. This is most often in the form of money and is also designated as rent.

A complete lease analysis includes an accurate determination of the rent paid. Commercial property is usually listed and advertised as cost per square foot (\$ / sq. ft.). Understanding what the cost per square foot represents and how it is calculated is essential.

Cost per square foot is an annualized value. That is, it represents a duration of 12 months or one year. For example, a 1,000 sq. ft. space renting for \$7.50 / sq. ft. would cost \$7,500.00 to lease for one year. The monthly payments are calculated by dividing this annual total by 12. For this example, the monthly payments would be \$625.00.

$$\frac{(\text{Square foot leased})(\$ / \text{sq. ft.})}{12 \text{ months}} = \text{Monthly payment } (\$)$$

$$\frac{\text{Cost for one year}}{\text{Square foot leased}} = \$ / \text{sq. ft.}$$

Check and re-check all financial calculations represented in the lease document. Verify that each time a figure or value is repeated that it is consistent with those previously stated.

Payment Schedule: Monthly lease payments in advance are recommended over annual payments in advance. The lessee forfeits

the opportunity to withhold payments if the lessor is in violation of the lease contract.

Escalation Clauses: An escalation clause provides for an increase in rent charged at a future time. This increase may be accomplished by several types of clauses:

1. Fixed Increase - A clause which calls for a definite, periodic rental increase.
2. Cost of Living - A clause which ties the rent to a government cost of living index, with periodic adjustments as the index changes.
3. Direct Expense - The rent is adjusted according to changes in the expenses of the property paid by the lessor, such as tax increases, increased maintenance and utility costs.

The inclusion of escalation clauses in state leases is to be avoided whenever possible. If the lessor insists on a fixed or cost of living increase, calculate the cost of each rental period and average over the term of the lease. This provides a more fixed, constant rate for budgeting purposes.

If an escalation or cost of living clause is included, the State should participate in savings when lessor's expenses decrease. Also, clearly define and establish the factor or index that will be

used to govern cost of living escalations in a simple, straight-forward formula.

UTILITIES & SERVICES

The lease document should clearly establish who is responsible for paying utilities and services. These may include janitorial service, gas, electricity, water, sewer use charges, garbage removal, sidewalk maintenance and snow removal.

Only after these responsibilities are defined can an accurate determination of the lease cost be calculated. Often the lease will state one of the following:

1. Lessor pays for all utilities and janitorial services.
2. Lessor pays for all utilities and lessee contracts for janitorial services (or vice versa).
3. Lessee pays for all utilities and contracts for janitorial services.

When analyzing a proposed lease and comparing it with others in the same city, like services must be observed. For instance, a lease for \$8.00 / sq. ft. which includes janitorial services and utilities paid by the lessor may compare quite favorably to a \$6.00 / sq. ft. lease in which the state pays its own janitorial services and utilities.

Clearly analyze all costs associated with the proposed lease. Utilize these calculations for comparison purposes with existing leases. Base financial observations upon the total cost to the state to occupy the premises.

SECURITY DEPOSIT

The lessor may require a security deposit. Commonly, a deposit of money by a lessee to a lessor is required to secure performance of the lease document. The security deposit is not, however, a common feature in state leases.

Federal law has recently been amended to allow the lessee to receive any interest monies yielded by the security deposit. It is however the responsibility of the lessee to request this interest. This must be agreed upon in the original document.

ADDITIONAL MISCELLANEOUS LEASE CLAUSES

Any clause mutually agreed upon by the lessor and lessee may be included in the lease document. Many contracts have similar clauses, yet there is no such thing as a "standard" contract.

Each clause in the lease document should be read and understood. If questions arise during the lease analysis, the department's

staff attorneys should be consulted.

Appropriations clause: allows for lessee to terminate contract prematurely as a result of non-appropriation or reduction of funds available for this purpose. These funds may have been derived from state or federal sources, or a combination of both. The lessee is liable to the lessor only for the amount owed up to the date the lessee vacates the premises. This clause **must** be in all state leases for real property with a term beyond the current biennium.

Default clauses: establish lessor or lessee remedies for failure or omission to perform their contractual responsibility.

Insurance clause: ensures that the lessor has adequate building and liability insurance. There is some flexibility in the amount of insurance coverage required. Each lease is reviewed individually. This clause **must** be in the lease.

Building maintenance clauses: establish responsibility of general and routine maintenance of the interior and exterior of the premises. Usually, guidelines are set forth for notifying the lessor of damage to or repairs needed on the property.

Facilities for the physically disabled: The American with Disabilities Act of 1990, PL 101-336 establishes accessibility criteria for the premises. This will include adequate designated parking for the disabled.

This clause **must** be in all leases or justification why the proposed lease should be exempt from this federal mandate.

VENUE

In the event of litigation, the venue and interpretation clause defines the location and the laws by which any legal proceedings are governed. This clause is to be in each lease.

The venue will always be the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark. The interpretation will be according to the laws of the State of Montana

APPROVAL OF LEASE CONTRACT BY THE DEPARTMENT OF ADMINISTRATION

The Department of Administration is charged with the responsibility of **prior approval** of all lease contracts, 2-17-101, M.C.A. This includes, a renewal, addendum, alteration, or amendment to the lease.

Advance payment to the Contractor should not be made until the lease has completed the entire approval process.

A Department may not occupy any premises until the lease has completed the entire approval process.

Arrangements for I.S.D. telecommunications services may begin during the approval process, but the actual work should not begin until the lease is approved by the Department of Administration.

DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
MAXIMUM LEASE APPROVAL PARAMETERS

Leases submitted for approval are typically, 1) renewals of existing leases, 2) new leases, or 3) changes in existing leases. Factors considered prior to General Services Division approval include:

1. Rate
2. Total annual cost
3. Length of lease
4. Location priority
5. Space allocation and expansion
6. Performance of lease

Parameters for each of these factors is discussed. Compliance with General Services Division lease approval parameters **does not** automatically insure lease approval.

RATE

Renewal

The cost per square foot for a lease renewal is to be less than 115 % of its present rate.

Note: Existing leases with unfavorable terms or rates which significantly exceed the local average may be renewed for a shorter term to allow for different or co-located space.

New

The cost per square foot is to be less than 125 % of the average rate of the state leased property within the city.

NOTE: A rate exceeding \$8.50 per square foot (janitorial and utilities included) may only be approved by the Director of the Department of Administration.

TOTAL ANNUAL COST

Renewal & New

A total annual lease cost exceeding \$48,000.00 may only be approved by the Director of the Department of Administration.

LENGTH OF LEASE

Renewal

The term of a lease renewal is to be equal to or less than its present term or six (6) years, whichever is shorter.

New

A new lease is to be equal to or less than a term of six (6) years.

LOCATION PRIORITY

New

Existing state-owned or leased space is first considered before considering new additional space.

SPACE ALLOCATION & EXPANSION

Renewal

Additional space requirements for an increase in FTE is to be less than 115 % of the square feet per FTE of the original allocation.

For example: The original lease provides 200 sqft / FTE. The agency now has an additional four (4) FTE and requests additional space. The maximum additional space is calculated as follows:

$$(115 \%) \times (200 \text{ sqft.} / \text{FTE}) \times 4 \text{ FTE} = 920 \text{ sqft.}$$

New

Allocated space for new leases is to be less than 300 sqft / FTE.

PERFORMANCE OF LEASE

Renewal & New

An agency must fulfill the terms of its existing lease before replacement space can be approved.

CONCLUSION

Leases submitted which are not within the above parameters will be returned to the agency with a description of the modifications required for General Services Division approval.

If an agency does not concur with the General Services Division recommendations, the agency director may appeal to the director of the Department of Administration. The agency may present evidence regarding agency uniqueness and request a waiver.

September, 1998

Memorandum

To: All Agencies Leasing Manager

From: Garrett M. Bacon, Leasing Officer, General Services
Division

Re: Short Form Lease Contract 9-98

It is the responsibility of the Department of Administration to review all state agency requests to lease space for operations. General Services Division has traditionally accomplished this charge by requiring prior approval from the Department of Administration on all state agency leases.

In the interest of efficiency, this policy has been re-evaluated and modified in the following manner. Lease contracts totalling \$5,000 or less annually need not receive prior approval from the Department of Administration. These leases may be completely processed between the state agency and the contractor on the condition that the attached "State of Montana Short Form Lease Contract" is utilized. A copy of this lease can be obtained on zip or disc by calling 444-3108. Any deviations which constitute an exclusion or deletion from the standard format of the lease must receive prior approval from General Services Division.

Since this policy was implemented in February, 1994, GSD has received a number of questions regarding this short form lease.

Department personnel must use their discretion, but in general, the following rules pertain to larger leases and should be applied to leases under \$5,000 as well.

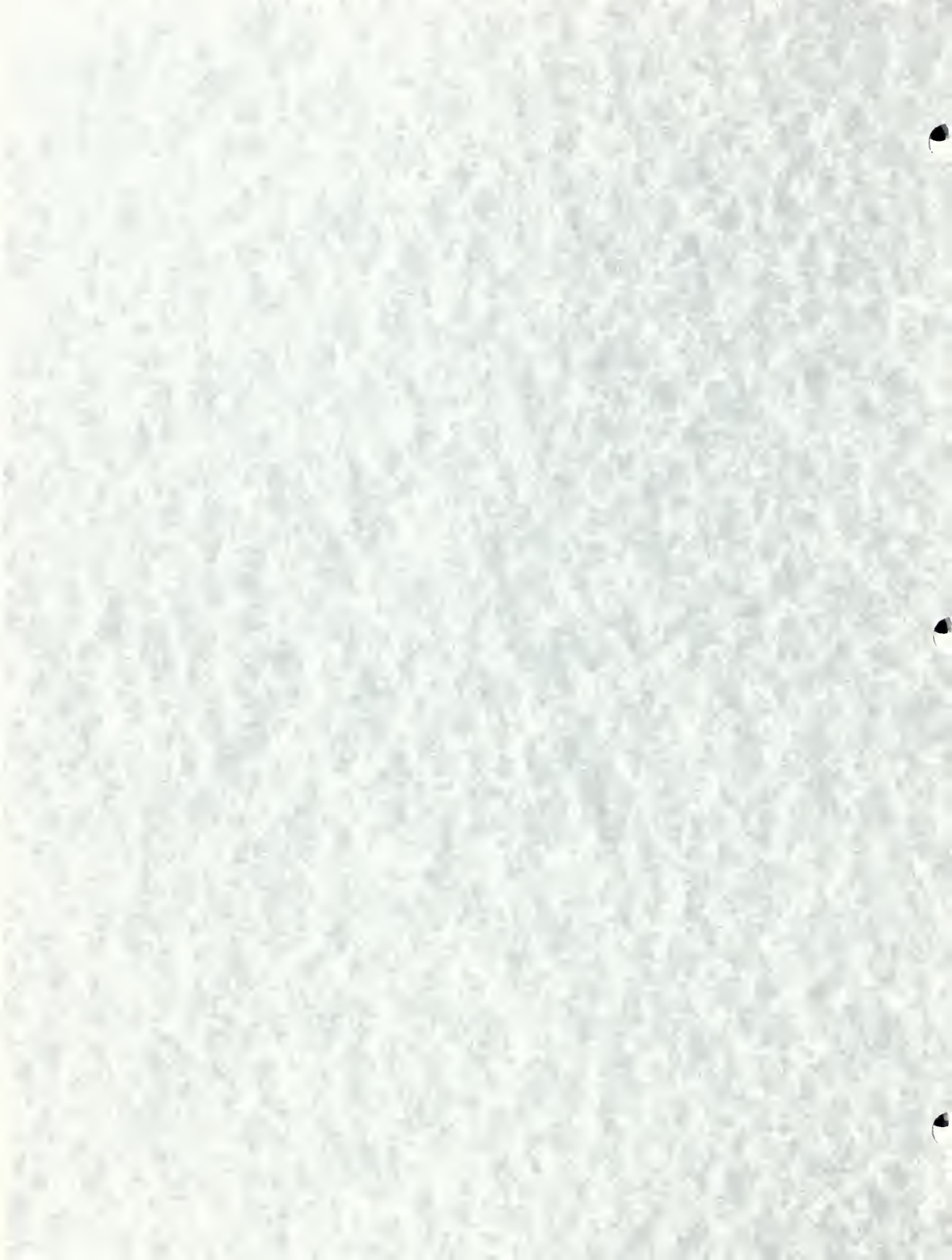
1. A maximum of 200 gross square feet per FTE is recommended. This includes common areas such as corridors and conference rooms, although special programmatic needs, such as visitation rooms may justify additional space.

2. Cost per square foot is an annualized value and should not exceed \$8.50 per square foot. This figure includes utilities, janitorial services and parking.

Each agency will be expected to retain records of leases which are processed according to this short form policy and send a signed copy of this lease to General Services upon acceptance.

I trust that this simplification of the lease approval process will expedite your agency's responsibilities. Please feel free to contact me should you have any questions or concerns.

STATE OF MONTANA
SHORT FORM LEASE CONTRACT



STATE OF MONTANA SHORT FORM LEASE CONTRACT 9-98

**** INTENDED FOR USE ONLY FOR CONTRACTS UNDER \$5,000 ANNUALLY**

1. PARTIES

This lease is entered into this ____ day of _____, 19____, by and between the Montana Department of _____, located at _____, Helena, Montana 596__, hereinafter referred to as the "Department" and _____ located at _____, _____, hereinafter referred to as the "Contractor".

2. PURPOSE OF LEASE

The Department has a need to lease premises in _____, Montana, for the purpose of _____. _____ has premises available for lease in _____, Montana, suitable for stated purpose. Therefore, Contractor leases to the Department the premises described in this lease, on the terms and conditions set forth herein.

3. PREMISES DESCRIPTION

The area of space being leased consists of _____ square feet and includes the right to use common areas within the leased facility. The premises are located at _____, _____, Montana.

4. TERM OF LEASE

The term of this lease shall be ____ (__) years, beginning on _____, 19 __, and ending on _____, 19 __, unless earlier terminated as provided in Section 12 or 15 of this lease.

5. CONSIDERATION

The annual amount of rent the Department shall pay to the Contractor each year is \$ _____, payable in equal monthly installments of \$ _____. This reflects a rate of \$ ____ per square foot per year.

The Contractor shall send a completed invoice addressed to the Montana Department of _____, _____, Helena, Montana 596__, each month, after which these charges will be paid.

6. RENEWAL OPTION

The Department shall retain the option to renew this lease for a period of up to ____ (__) year(s) upon its termination with the same terms and provisions as contained in this lease. The renewal rate shall be \$_____ per square foot. The Department shall notify Contractor of their intent to renew this lease at least ____ (____) days prior to the expiration of the original term of this lease.

This lease renewal is subject to prior approval by the Department of Administration if the annual rate is over \$5,000.00 otherwise send a signed copy of the renewal to the Department of Administration.

7. UTILITIES AND SERVICES

The Contractor shall furnish and pay all _____,
_____, _____ and, _____.

The Department shall be responsible for providing _____,
_____, _____ and _____.

8. PARKING SPACE

Contractor agrees to provide at a minimum, _____ parking spaces, including the requisite number of handicapped spaces in compliance with the American With Disabilities Act as part of the leased premises at no additional charge or cost to the Department.

9. PARKING AREA AND SIDEWALK MAINTENANCE

Contractor agrees to keep the parking area and sidewalks in good repair, and to timely remove snow and ice from the parking area and sidewalks.

10. NOTICE PROTOCOL

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section.

The Department's representative for purposes under this lease is _____, telephone (406) ____ - ____.

The Contractor's representative for purposes under this lease is _____, whose address is _____, telephone (____) ____ - ____.

11. **MAINTENANCE OF PREMISES**

Contractor shall, at its own cost and expense, keep and maintain in good working order and repair during the term of this lease or any extension thereof, the exterior of the premises including the roof, the interior, all fixtures in the building except those owned by the Department, and all plumbing, heating, ventilation, air conditioning, and electrical circuits. The Contractor, at its own cost and expense shall be responsible for the replacement of light bulbs, florescent tubes and other lighting elements and shall do so within 7 working days after notification.

The Department shall notify the Contractor in writing immediately of any damage or need for repair. Contractor shall make or cause to be made the necessary repairs as soon as possible after receiving notice. The Department shall be financially responsible only in cases of damages resulting from the Department's negligence or that of its employees.

Should the Contractor fail to make or begin to make necessary repairs within thirty (30) days after U. S. Postal Service postmark of written notification of damages by the Department to the Contractor, the Department may then make necessary repairs at the Contractor's expense at the lowest reasonable cost.

An itemized statement of repairs made by the Department under this section, including receipt verification of labor and materials may be tendered in lieu of full or partial payment of rent due for the succeeding months until the cost of the work performed is fully credited against rent due under this lease.

12. **CASUALTY OR FIRE DAMAGE**

In the event the leased premises becomes twenty-five percent (25%) or more destroyed or made uninhabitable by fire or other casualty, or if the premises are condemned by a proper authority, this lease may be terminated by the Department.

If the premises are less than twenty-five percent (25%) destroyed or made uninhabitable by fire or other casualty, the rent shall be reduced by the proportion the premises have been rendered uninhabitable or declared unsafe. For the purpose of this section, other casualty includes but is not limited to vandalism.

If the premises are not restored, or cannot be restored, and returned

to proper condition for use and occupancy within thirty (30) days of the casualty, then either the Contractor or the Department may terminate this lease on ten (10) days written notice to the other party.

Upon written notice of termination under this section, the Contractor shall refund any unearned rent paid by the Department, and the Department shall have no further obligation to the Contractor under this lease. Contractor shall continue to insure the premises until Department's personal property is removed from the premises. The Department shall have 30 days after termination of this lease to remove its property from the premises.

13. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The Contractor hereby represents and warrants that s(he) is in compliance with all applicable state and federal laws. This includes, but is not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, and Section 504 of the Rehabilitation Act of 1973.

The Contractor agrees to conform with all rules and regulations adopted under the Montana Safety Act and the Act itself. The Contractor further agrees to comply with the ordinances and laws of the City of _____, and the State of Montana, affecting the use of the premises and to assume all legal responsibility for any charges or damages for non-observance.

The Contractor agrees to provide the Department of Administration, the Legislative Auditor, the Legislative Fiscal Analyst, or their authorized agents access to any records concerning this lease.

The Contractor agrees to create and retain all records supporting the services rendered or goods delivered for a period of three years after either the completion date of this lease or the conclusion of any claim, litigation or exception relating to this lease taken by the state of Montana or a third party.

14. INSURANCE SPECIFICATIONS

a. Property

At its sole cost and expense, the contractor shall keep the building and all other improvements on the premises insured throughout the term

of the agreement against the following hazards:

- Loss or damage by fire and such other risks (not including earthquake damage) in an amount sufficient to permit such insurance to be written at all times on a replacement costs basis. This may be insured against by attachment of standard form extended coverage endorsement to fire insurance policies.
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises.
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or buildings on the premises.

b. General Liability

- General Liability: the contractor shall purchase Occurrence coverage with combined single limits of \$1 million per occurrence/\$2 million aggregate per year for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit. The Contractor shall name the Department as an additional insured as respects general supervision, products, premises, access to the premise and completed operations. This insurance must be from an insurer licensed to do business in Montana or a domiciliary state and with a Best's rating of no less than A-. The Contractor must provide 30 days written notice to the state of any material change in coverage including cancellation and that the state reserves the right to request copies of the Contractor's insurance coverage at any time.

The contractor's insurance coverage shall be primary insurance as respects the state, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the state, its officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

15. TERMINATION

The Contractor acknowledges, understands, and agrees that the Department, as a state agency, is dependent upon state and federal

appropriations for its funding. In the event state or federal government funds available for this purpose are reduced the Department may cancel this agreement by giving thirty (30) days written notice to the Contractor. Additionally, if the leased premises becomes twenty-five percent (25%) or more destroyed or made uninhabitable by fire or other casualty, the lease may be voided.

The Department shall not be liable to the Contractor for any amount which would have been payable had this lease not been terminated under this provision. The Department shall be liable to the Contractor only for the amount owed to the Contractor up to the date the Department vacates the premises.

Either party may terminate this lease by written notice if the other party defaults in performance of the terms and conditions of this lease and fails to cure such default within thirty (30) days after written notice of such default.

16. SEVERABILITY/ENTIRE CONTRACT

If any provision of this lease is held to be illegal or void, the validity of the remaining terms shall not be affected. This lease agreement consisting of ____ (__) pages, and the attached Janitorial Specifications, contains the entire lease contract between the Contractor and the Department. Any agreement hereafter made shall not be effective to modify this lease unless it is in writing and signed by both parties.

17. VENUE AND INTERPRETATION

This, lease shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising over this lease, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.

18. SUBLEASE

The Department shall have the right to sublet the premises to a Sublessee, with the consent of the Contractor, which consent shall not be unreasonably withheld.

19. QUIET ENJOYMENT

The Department has the right to quiet and peaceful enjoyment and utilization of the leased premises for the term of this lease upon paying the rents as provided and upon Department adherence to

performance conditions set forth by and in this lease.

20. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor agrees to protect, defend, and save the State, it's elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or it's agents, employees, representatives, assigns, subcontractors, and the State, under this lease.

21. ENVIRONMENTAL HAZARDS

The Contractor hereby represents and warrants that no leak, spill, release, discharge, emission or disposal of hazardous or toxic substances has occurred on the leased premises to date and that the soil and groundwater on or under the leased premises are free of toxic or hazardous substances as of the date that the term of this lease commences.

The Contractor represents and warrants that the leased space shall be free of all asbestos containing materials, except undamaged vinyl asbestos floor tile in the space or undamaged boiler or pipe insulation outside the space. Radon levels in the demised premises shall not equal or exceed the Environmental Protection Agency (EPA) action level for homes or 4 picocuries per liter (PCI/L).

22. LEASE APPROVAL

This entire lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, or letter of understanding, is subject to prior approval by the Department of Administration.

23. **ENTIRE LEASE**

This contract consisting of _____ (__) pages and the attached Janitorial Specifications, contains the entire contract between the Contractor and the Department. Any lease hereafter made shall not be effective to modify this lease unless such agreement is in writing and is signed by both parties to the original lease.

24. **SUBLEASE**

The Department shall have the right to sublet the premises to a Sublessee, with the consent of the Contractor, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the Contractor and the Department have entered into and executed this lease contract:

CONTRACTOR (S)

By: _____ Date: _____
(name)

By: _____ Date _____
(name)

DEPARTMENT

By: _____ Date _____
(name)

THIS LEASE HAS BEEN APPROVED FOR LEGAL CONTENT BY THE DEPARTMENT OF
ADMINISTRATION'S LEGAL COUNSEL.

THIS LEASE DOES NOT REQUIRE THE DEPARTMENT OF ADMINISTRATION'S APPROVAL "UNLESS" THE TEMPLATE LANGUAGE OF THIS LEASE HAS BEEN MODIFIED.

PLEASE SEND A COPY OF THIS LEASE CONTRACT TO THE LEASING OFFICER AT THE DEPARTMENT OF ADMINISTRATION, GENERAL SERVICES DIVISION AFTER ALL PARTIES HAVE SIGNED.

JANITORIAL SPECIFICATIONS

Agency Contact:

Phone:

All janitorial equipment and supplies necessary to accomplish the duties described will be furnished by the Contractor.

1. The janitorial supply list includes but is not limited to:
 - a. Hand towels and toilet tissue;
 - b. Restroom hand soap for dispensers;
 - c. Trash can liners; and
 - d. Entrance or walk-off mats.
2. Daily Requirements:
 - a. Floor sweeping and damp mopping all tiled areas.
 - b. Clean and sanitize plumbing fixtures, and toilet rooms (sinks, showers, toilets, mirrors, etc.)
 - c. Vacuum carpet, using industrial type vacuum cleaner with a power head in entrance area and hallways.
 - d. Remove all trash from building.
 - e. Snow removal as needed on sidewalks to prevent the accumulation of packed snow or ice. Additionally, deicing compound, not salt, shall be used to melt residue after snow removal. Access to an amount of deicing compound for times when janitorial staff are not available is required.
 - f. Cleaning supplies: re-stock toilet tissue, towels, soap, sanitary napkins, etc. in restrooms.
3. Weekly Requirements:
 - a. Complete dusting of all offices.
 - b. Vacuum all areas of carpeting.
 - c. Clean interior glass by each doorway.
4. Semi-annual Requirements:
 - a. Glass Cleaning - all external windows leased by the Department (October and May).
 - b. Carpet Cleaning - all carpeted areas in space leased by the Department shall be cleaned using professional process carpet cleaning equipment.
 - c. Clean all light fixtures.

**STATEWIDE LEASE NUMBER
ASSIGNMENT**

STATEWIDE LEASE NUMBER ASSIGNMENT
FISCAL YEAR 99

LEASE #	DEPARTMENT	ADDRESS	LOCATION
1103	MT. RURAL DEV. CNLS	118 E. 7TH ST	ANACONDA
1104	CONSUMER COUNSEL	616 HELENA AV	HELENA
2110	SUPREME COURT	601 HAGGERTY LANE/2ND FLOOR	BOZEMAN
3505	OPI	LEWISTOWN AIRPORT	LEWISTOWN
3506	OPI	777 CARTER DRIVE	HELENA
3507	OPI	1225-1227 ELEVENTH AVENUE	HELENA
4103	JUSTICE	2675 CENTRAL AVENUE	BILLINGS
4104	JUSTICE	PO BOX 110	BOZEMAN
4105	JUSTICE	19 10TH AVENUE	BOZEMAN
4106	JUSTICE	523 EAST FRONT STREET	BUTTE
4107	JUSTICE	VALLEY COUNTY COURTHOUSE	GLASGOW
4109	JUSTICE	HOLIDAY VILLAGE	GREAT FALLS
4111	JUSTICE	615 CENTRAL AVE W.	GREAT FALLS
4112	JUSTICE	404 18TH AVENUE N.E.	GREAT FALLS
4114	JUSTICE	L & C CO.FAIRGROUNDS	HELENA
4116	JUSTICE	433 SOUTH MAIN	KALISPELL
4117	JUSTICE	ST. PATRICK'S HOSPITAL	MISSOULA
4118	JUSTICE	I-92 BUSINESS LOOP	GLENDIVE
4119	JUSTICE	218 E FRONT	MISSOULA
4121	JUSTICE	ROOSEVELT CO COURTHOUSE	WHITLASH
4122	JUSTICE		WOLF POINT
4123	JUSTICE	CALLENDAR STREET	LEWISTOWN
4124	JUSTICE	LUNDY CENTER	LIVINGSTON
4125	JUSTICE	710 FORT STREET	HELENA
4126	JUSTICE	HIGHWAY PATROL	MILES CITY
4127	JUSTICE	HIGHWAY COMPLEX	MISSOULA
4128	JUSTICE		HELENA
4129	JUSTICE	1100 NORTH MAIN	LEWISTOWN
4132	JUSTICE	HIGHWAY PATROL	HELENA
4133	JUSTICE	SOUTH CENTER BLDG	BILLINGS
4136	JUSTICE	CUSTER CO. COURTHOUSE	MISSOULA
4137	JUSTICE	COLLEGE PARK PLAZA	MILES CITY
4142	JUSTICE	ATRIUM MALL	HAVRE
4145	JUSTICE	1010 MAIN STREET	HAVRE
4148	JUSTICE	10 MILES NORTH OF WOLF POINT	MILES CITY
			WOLF POINT

STATEWIDE LEASE NUMBER ASSIGNMENT
FISCAL YEAR 99

LEASE #	DEPARTMENT	ADDRESS	LOCATION
4149	JUSTICE	FLATHEAD ELECTRIC COMPLEX	POLSON
4154	JUSTICE/GAMBL CONTR	2550 PROSPECT AVENUE	HELENA
4155	JUSTICE	221 BUCKSKIN RD	DEER LODGE
4156	JUSTICE	35 WEST RESERVE	KALISPELL
4157	JUSTICE	2550 PROSPECT	HELENA
4159	JUSTICE	615 27TH STREET	BILLINGS
4160	JUSTICE	2304 WEST MAIN	BOZEMAN
4201	P.S.C.	1701 PROSPECT AVENUE	HELENA
5102	HISTORICAL SOCIETY	1414 NORTH MONTANA	HELENA
5114	MONTANA ARTS COUNCIL	CITY-CO BLDG	HELENA
5202	F.W.P.	FORT PECK	GLASGOW
5203	F.W.P.	34 W. 6TH	WHITEHALL
5205	F.W.P.	LOGAN INT'L AIRPORT	BILLINGS
5206	F.W.P.	GALLATIN GATEWAY	BOZEMAN
5207	F.W.P.		MILES CITY
5209	F.W.P.	REGIONAL AIRPORT	HELENA
5210	F.W.P.	CANYON FERRY GOVT. CAMP	HELENA
5212	F.W.P.	406 S. 11TH	LIVINGSTON
5213	F.W.P.	4050 HWY 10 WEST	MISSOULA
5214	F.W.P.	4050 HWY 10 WEST	MISSOULA
5215	F.W.P.	700 DEWERY BLVD	BUTTE
5216	F.W.P.	MILO'S STORAGE SHED	BUTTE
5219	F.W.P.	FT. KEOGH LAB	MILES CITY
5220	F.W.P.	COURTESY BUILDING	BROADUS
5222	F.W.P.	GEORGETOWN LAKE MARINA	GEORGETOWN LAKE
5225	FWP	1995 HWY 2 EAST	HAVRE
5226	FWP	1820 MEADOWLARK	BUTTE
5227	FWP	2650 EUCLID AVE	HELENA
5228	FWP	600 N PARK AVE	HELENA
5301	COMMERCE	836 FRONT STREET	HELENA
5303	DEQ	EMC, 1500 N. 30TH ST.	BILLINGS
5304	DPHHS	2330 5TH AVE. SO.	BILLINGS
5308	DEQ	2209 PHOENIX AVE	HELENA
5311	DNRC	730 NORTH MONTANA STREET	DILLON
5401	TRANSPORTATION	520 EAST PARK STREET	ANACONDA
5402	TRANSPORTATION		BAKER

STATEWIDE LEASE NUMBER ASSIGNMENT
FISCAL YEAR 99

LEASE #	DEPARTMENT	ADDRESS	LOCATION
5403	TRANSPORTATION	718 SOUTH MONTANA STREET	BUTTE
5404	TRANSPORTATION	330 NORTH IDAHO STREET	DILLON
5405	TRANSPORTATION	AIRPORT, HANGER 7 EAST	HELENA
5406	TRANSPORTATION	MT 200	GLENDIVE
5408	TRANSPORTATION	101 MAIN	OVANDO
5413	TRANSPORTATION	212 BROADWAY	CULBERTSON
5418	TRANSPORTATION	525 18TH AVE NE	GREAT FALLS
5419	TRANSPORTATION	PO BOX 3068	ENNIS
5422	TRANSPORTATION	INDUSTRIAL PARK BUILDING IP-8	BILLINGS
5423	TRANSPORTATION	P.O. BOX 610, HIGHWAY 10 WEST	BIG TIMBER
5424	TRANSPORTATION	MT. STATE UNIVERSITY	BOZEMAN
5501	DNRC	LOGAN AIRPORT	BILLINGS
5503	DNRC	PONDERA VILLAGE	CONRAD
5504	DNRC	730 N MT	DILLON
5508	DNRC	1625 11TH AVENUE	HELENA
5510	DNRC	PONDERA COUNTY AIRPORT	CONRAD
5512	DNRC	HAVRE POST OFFICE	HAVRE
5702	DNRC	151 EVERGREEN DRIVE	BOZEMAN
5706	DNRC	3220 HIGHWAY 93 SOUTH	KALISPELL
5709	DNRC	1610 SOUTH 3RD ST. WEST	MISSOULA
5710	DNRC	1403 OAKES	HELENA
5711	DNRC	165 MAIN STREET	SHELBY
5713	DNRC	21 NORTH LAST CHANCE GULCH	HELENA
5714	DNRC	1610 S 3RD WEST	MISSOULA
5715	DNRC	321 EAST MAIN	MILES CITY
5716	DNRC	210 6TH AV	HAVRE
5717	DNRC	222-224 6TH STREET	GLASGOW
5718	DNRC	613 N.E. MAIN	LEWISTOWN
5719	DNRC	109 CORPORATE WAY	KALISPELL
5802	REVENUE	603 NICKLES DRIVE	BOZEMAN
5805	REVENUE	STEAMBOAT BLOCK	HELENA
5812	REVENUE	106 WALLACE	VIRGINIA CITY
5816	REVENUE	55 WEST GRANITE	BUTTE
5817	REVENUE	BENTON & CLARK	HELENA
5848	REVENUE	300 CENTRAL AV	GREAT FALLS
5849	REVENUE	690 N. MERIDIAN	KALISPELL

STATEWIDE LEASE NUMBER ASSIGNMENT
FISCAL YEAR 99

LEASE #	DEPARTMENT	ADDRESS	LOCATION
5850	REVENUE	301 SOUTH PARK	HELENA
6101	ADMINISTRATION	930 LYNDAL AVE	HELENA
6102	ADMINISTRATION	1500 EAST SIXTH	HELENA
6103	APPELLATE DEFENDERS	28 WEST 6TH	HELENA
6104	ADMINISTRATION	5 S. LAST CHANCE GULCH	HELENA
6108	ADMINISTRATION	5 SOUTH LAST CHANCE GULCH	HELENA
6109	ADMINISTRATION	2550 PROSPECT AVENUE	HELENA
6110	ADMINISTRATION	2850 SKYWAY DRIVE	HELENA
6201	AGRICULTURE	321 S. 24TH ST WEST	HELENA, MT
6202	AGRICULTURE	234 EAST BABCOCK, SUITE I	BILLINGS
6204	AGRICULTURE	605 2ND AVE SOUTH	BOZEMAN
6205	AGRICULTURE	750 SIXTH STREET S.W.	GLASGOW
6206	AGRICULTURE	1530 COLUMBIA AVENUE	GREAT FALLS
6207	AGRICULTURE	607 S.W. HIGGINS	HELENA
6209	AGRICULTURE	750 SIXTH STREET SW	MISSOULA
6210	AGRICULTURE	929 S W HIGGINS	GREAT FALLS
6211	AGRICULTURE	233 Cascade St	MISSOULA
6401	CORRECTIONS	104 2ND AVENUE S.W.	Wolf Point
6403	CORRECTIONS	108 SOUTH MADISON ST.	SIDNEY
6404	CORRECTIONS	127 E MAIN, STE 303-309	THOMPSON FALLS
6405	CORRECTIONS	519 MAIN STREET	MISSOULA
6406	CORRECTIONS	TRIANGLE BUILDING	MILES CITY
6407	CORRECTIONS	301 1ST ST. SOUTH, SUITE 5B	KALISPELL
6408	CORRECTIONS	122 EAST PARK	SHELBY
6409	CORRECTIONS	111 11TH ST	ANACONDA
6410	CORRECTIONS	219 5TH STREET SOUTH	HAVRE
6411	CORRECTIONS	201 NORTH 25TH STREET	GREAT FALLS
6413	CORRECTIONS	20 E. OLIVE	BILLINGS
6415	CORRECTIONS	DION BUILDING, ROOMS 2 & 3	BOZEMAN
6416	CORRECTIONS	CO. COURTHOUSE, RM 308	GLENDIVE
6417	CORRECTIONS	ST JAMES COMM HOSPITAL	HARDIN
6418	CORRECTIONS	MINERAL AVENUE	BUTTE
6419	CORRECTIONS	712 FIRST ST EAST	LIBBY
6420	CORRECTIONS	2330 5TH AVE	POLSON
6421	CORRECTIONS	105 WEST BROADWAY	BILLINGS
6422	CORRECTIONS	201 N BROADWAY	BUTTE

STATEWIDE LEASE NUMBER ASSIGNMENT
FISCAL YEAR 99

LEASE #	DEPARTMENT	ADDRESS	LOCATION
6423	CORRECTIONS	615 SOUTH 27TH STREET	BILLINGS
6424	CORRECTIONS	102 S. 5TH ST	HAMILTON
6501	COMMERCE	1015 BROADWATER, STE 20	BILLINGS
6502	COMMERCE	1634 LEWIS AVENUE	BILLINGS
6503	COMMERCE	DION BUILDING, RM 5	GLENDAVE
6505	COMMERCE	AAA STORAGE, CUSTER AVE	HELENA
6508	COMMERCE	555 FULLER	HELENA
6510	COMMERCE	1430 DODGE	HELENA
6512	COMMERCE	2525 NORTH MONTANA	HELENA
6514	COMMERCE	LOWER LEVEL/ARCADE BLDG	HELENA
6515	COMMERCE	ARCADE BUILDING, 4-K	HELENA
6516	COMMERCE	111 N. JACKSON	HELENA
6517	COMMERCE	111 N. JACKSON	HELENA
6518	COMMERCE	111 JACKSON ST	HELENA
6601	LABOR & INDUSTRY	307 E. PARK	ANACONDA
6603	LABOR & INDUSTRY	2121 ROSEBUD DRIVE	BILLINGS
6604	LABOR & INDUSTRY	151 EVERGREEN DRIVE	BOZEMAN
6608	LABOR & INDUSTRY	730 NORTH MONTANA STREET	DILLON
6609	LABOR & INDUSTRY	238 SECOND AVENUE SOUTH	GLASGOW
6612	LABOR & INDUSTRY	1625 11TH AVENUE	HELENA
6615	LABOR & INDUSTRY	300 FIRST AVE. NORTH	LEWISTOWN
6618	LABOR & INDUSTRY	211 N. CENTRAL	SIDNEY
6619	LABOR & INDUSTRY	608 MAIN STREET	THOMPSON FALLS
6621	LABOR & INDUSTRY	228 SOUTH MAIN	LIVINGSTON
6622	LABOR & INDUSTRY	217 THIRD AVE S.	WOLF POINT
6624	REVENUE	1610 SOUTH 3RD WEST	MISSOULA
6625	LABOR & INDUSTRY	1805 PROSPECT AVENUE	HELENA
6629	LABOR & INDUSTRY	109 W 2ND STREET	HAVRE
6632	LABOR & INDUSTRY	305 WEST MAIN	SUPERIOR
6633	LABOR & INDUSTRY	616 HELENA AVE.	HELENA
6634	LABOR & INDUSTRY	112 1ST STREET NW	BROWNING
6635	LABOR & INDUSTRY	219 5TH ST S.	GREAT FALLS
6636	LABOR	417&418 MINERAL AVE	LIBBY, MT
6638	LABOR	417 MAIN STREET	POILSON
6701	MILITARY AFFAIRS	AIRPORT ROAD	HELENA
6702	MILITARY AFFAIRS	600 CENTRAL PLAZA	GREAT FALLS

STATEWIDE LEASE NUMBER ASSIGNMENT
FISCAL YEAR 99

<u>LEASE #</u>	<u>DEPARTMENT</u>	<u>ADDRESS</u>	<u>LOCATION</u>
6704	MILITARY AFFAIRS	CENTRAL SCHOOL COMPLEX	LIBBY
6705	MILITARY AFFAIRS	100 E. BROADWAY	BUTTE
6707	MILITARY AFFAIRS	CIVIC CENTER BUILDING	SHELBY
6708	MILITARY AFFAIRS	HOLIDAY VILLAGE MALL	GREAT FALLS
6709	MILITARY AFFAIRS	620 WEST MAIN	BOZEMAN
6711	MILITARY AFFAIRS	2850 SKYWAY DRIVE	HELENA
6901	DPHHS	307 E. PARK, #205	ANACONDA
6903	DPHHS	1211 AND 1201 GRAND AVENUE	BILLINGS
6905	DPHHS	202 SOUTH BLACK	BOZEMAN
6906	DPHHS	44 WEST PARK/17 WEST GALENA	BUTTE
6909	DPHHS	334 WEST COURT	GLASGOW
6910	DPHHS	219 5TH STREET, SUITE D	GREAT FALLS
6911	DPHHS	1601 SECOND AVENUE NORTH	GREAT FALLS
6912	DPHHS	1824 10TH AVENUE SOUTH	GREAT FALLS
6913	DPHHS	310 NORTH 3RD	HAMILTON
6914	DPHHS	135 3RD AVENUE	HAVRE
6918	DPHHS	2550 PROSPECT AVENUE	HELENA
6920	DPHHS	2282 HIGHWAY 93 SOUTH	KALISPELL
6922	DPHHS	217 S MAIN STREET	LIVINGSTON
6923	DPHHS	708 PALMER STREET	MILES CITY
6924	DPHHS	301 WEST ALDER	MISSOULA
6926	DPHHS	1610 SOUTH 3RD WEST	MISSOULA
6928	DPHHS	305 WEST MAIN	SUPERIOR
6929	DPHHS	8TH AND MAIN	POLSON
6930	DPHHS	UNIT 1C - ARCADE BLDG	HELENA
6931	DPHHS	2121 ROSEBUD	BILLINGS
6932	DPHHS	3075 N. MONTANA AVE	HELENA
6937	DPHHS	111 N. JACKSON	HELENA
6939	DPHHS	216 WEST BELL	GLENDALE
7001	DPHHS	1104 SUNNYSIDE LANE	BILLINGS
7002	DPHHS/DNRC SUBLEASE	NEW YORK STORE	HELENA
7003	CORRECTION	4212 3RD AVENUE SOUTH	GREAT FALLS
7004	DPHHS	602-626 WOODY STREET	MISSOULA
7005	DPHHS	MARTEL FINANCIAL CENTER	BOZEMAN
7006	DPHHS	COLLEGE PARK CENTER	GREAT FALLS
7007	DPHHS	SUITE 201 301 1ST AV NORTH	LEWISTOWN

STATEWIDE LEASE NUMBER ASSIGNMENT
FISCAL YEAR 99

LEASE #	DEPARTMENT	ADDRESS	LOCATION
7008	DPHHS	221 FIFTH ST. S.W.	SIDNEY
7010	DPHHS	#1 PINCKNEY PLAZA	HAMILTON
7011	DPHHS	1201 & 1211 GRAND AVENUE	BILLINGS
7013	DPHHS	2282 HIGHWAY 93 SOUTH	KALISPELL
7016	DPHHS	203 MAIN STREET	POLSON
7017	DPHHS	2508 THIRD AVENUE NORTH	BILLINGS
7018	DPHHS	316 N. PARK	HELENA
7019	DPHHS	305 W. MAIN STREET	SUPERIOR
7020	DPHHS	217 S. MAIN	LIVINGSTON
7023	DPHHS	307 E. PARK	ANACONDA
7028	DPHHS	324 MAIN STREET	WOLF POINT
8002	DPHHS	321 E. MAIN	BOZEMAN
8003	DPHHS	7 N. 31ST STREET	BILLINGS
8004	DPHHS	218 WEST BELL	GLENDIVE
8005	DPHHS	708 PALMER	MILES CITY
8006	DPHHS	2905 NORTH MONTANA	HELENA
8007	DPHHS	117 COMMERCE WAY	LIBBY
8008	DPHHS	700 CASEY ST.	BUTTE
8009	DPHHS	1625 11TH	HELENA
8010	DPHHS	POWELL COUNTY COURTHOUSE	DEER LODGE
8011	DPHHS	101 EAST MAIN	BROWNING
9001	DEQ	LOGAN AIRPORT	BILLINGS
9002	DEQ	109 CORPORATE WAY	KALISPELL

STATEWIDE LEASE SUMMARY BY CITY



STATEWIDE LEASE SUMMARY BY CITY
FISCAL YEAR 99

LOCATION	DEPARTMENT	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
ANACONDA	CORRECTIONS	638	\$4.70	99/06/30
	DPHHS	1408	7.54	1999/06/30
		2150	\$7.76	1999/06/30
		1942	\$6.50	2001/12/31
	LABOR & INDUSTRY	544	\$4.25	97/06/30
	MT. RURAL DEV. CNSL	600	\$6.00	MONTH-TO-MONTH
	TRANSPORTATION	360	\$3.36	MONTH-TO-MONTH
	TRANSPORTATION	888	\$6.76	1999/04/16
	AGRICULTURE	812	\$7.33	2001/06/30
	COMMERCE	1,100	\$6.95	98/10/31
BAKER	CORRECTIONS	306	\$3.92	MONTH-MONTH
		1987	\$9.00	1998/12/18
		2314	\$6.58	98/12/18
		3,880	\$7.88	98/12/18
		50 PARKING SPACES	\$12.00 PER	2008/06/30
	DEQ	1,475	\$7.99	93/06/30
		6359.71	\$5.00	02/06/14
	DNRC	6244 OFFICE	\$5.00	02/06/14
	DPHHS	1,796	\$6.58	98/12/18
		1289	8.00	97/06/30
BOZEMAN		2859	\$5.50	2000/06/30
		4,900	\$3.31	99/06/30
		8,160	\$8.00	1999/06/30
		8,743	\$5.70	2000/06/30
		8,948	\$5.76	2000/06/30
	F.W.P.	2,709	\$1.29	04/07/14
	JUSTICE	1,500	\$10.50	1999/12/31
		15,870	\$9.18	2012/10/01
	LABOR & INDUSTRY	9600	\$7.85	99/09/30
	TRANSPORTATION	1,616	\$5.78	1998/02/28
BOZEMAN	AGRICULTURE	345	\$7.65	2000/06/30
	CORRECTIONS	1365	\$11.77	01/06/30
	DNRC	2312	\$10.45	2000/06/30
	DPHHS	180	\$8.50	97/06/30
		3162	\$13.00	2001/06/30
		935	\$9.35	2001/12/31

STATEWIDE LEASE SUMMARY BY CITY
FISCAL YEAR 99

LOCATION	DEPARTMENT	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
BOZEMAN	F.W.P.	N/A		MONTH-MONTH
	JUSTICE	1,200	\$9.25	98/07/31
		435	\$10.86	99/08/31
		500	\$3.60	ANNUAL RENEWAL
		188	\$9.50	1998/06/30
	LABOR & INDUSTRY	1500	\$12.26	98/09/30
	MILITARY AFFAIRS	3200	\$12.00	1999/06/30
	REVENUE	2,900	\$13.00	1997/06/30
	SUPREME COURT	1750	\$7.07	2000/12/31
	TRANSPORTATION	UNKNOWN	UNKNOWN	SEASON-SEASON
BROADUS	F.W.P.	3,200	\$10.25	2004/09/30
	DPHHS	640	\$3.75	1996/06/30
	LABOR & INDUSTRY	2,603	\$6.00	2003/06/30
	CORRECTIONS	38,430	\$7.16	99/06/30
		15,178	\$7.10	02/09/30
BUTTE	DPHHS	5,702	\$8.75	2002/06/30
	F.W.P.	UNKNOWN	UNKNOWN	MONTH-MONTH
		UNKNOWN	UNKNOWN	MONTH-MONTH
	FWP	1522 OFFICE	6.33	2006/01/31
	JUSTICE	720	\$8.50	2000/04/01
	MILITARY AFFAIRS	425	\$5.65	99/06/30
	REVENUE			98/11/30
	TRANSPORTATION	1,000	\$3.00	MONTH-TO-MONTH
	DNRC	120	\$.03	03/08/31
		720	\$6.50	2001/06/30
CONRAD	TRANSPORTATION	520	\$6.00	1999/12/31
	DPHHS	1,395	\$6.57	2002/06/30
	JUSTICE	11480	\$7.50	2005/11/30
	DNRC	1130	N/A	07/12/31
		307	\$8.00	2002/09/30
CULBERTSON	LABOR & INDUSTRY	1,354	\$7.95	2002/09/30
	TRANSPORTATION	774	\$7.26	1995/06/30
	DEER LODGE	1,000	\$4.80	95/01/31
	TRANSPORTATION	UNKNOWN	UNKNOWN	ANNUAL RENEWAL
	DNRC	195	\$6.00	MONTH-TO-MONTH
DILLON	F.W.P.	2188	\$7.00	02/09/30
	AGRICULTURE			
ENNIS	GEORGETOWN LAKE			
	GLASGOW			

STATEWIDE LEASE SUMMARY BY CITY
FISCAL YEAR 99

LOCATION	DEPARTMENT	OFFICE SO. FT.	OFFICE RATE	EXPIRES
GLASGOW	DPHHS	1,080	\$5.75	00/12/30
	F.W.P.	440	\$0.00	AUTO-RENEWAL
	JUSTICE	271	\$7.00	1999/06/30
	LABOR & INDUSTRY	1,800	\$5.00	2001/07/30
	COMMERCE	210	\$5.15	MONTH TO MONTH
GLENDDIVE	CORRECTIONS	598	\$6.46	99/06/30
	DPHHS	296.06	\$9.00	99/10/31
		797	\$7.45	00/09/30
	JUSTICE	1,200	\$3.96	2002/06/30
	TRANSPORTATION	5,100	\$1.53	1998/09/30
GREAT FALLS	AGRICULTURE	1412	\$8.15	1999/06/30
		460	\$8.10	1999/06/30
	CORRECTION	5,200	\$N/A	2004/09/15
	CORRECTIONS	5694	\$6.28	99/06/30
	DPHHS	13,400	\$6.68	1999/09/30
		5,065	\$8.40	2002/06/30
		8094.5	\$5.87	99/06/30
		8800	\$6.98	1999/06/30
	JUSTICE	1,000	\$8.75	2002/09/30
		1900	\$8.85	MONTH-TO-MONTH
		2,267	\$7.75	2000/06/30
	LABOR & INDUSTRY	257	\$8.70	99/06/30
	MILITARY AFFAIRS	432	\$27.78	98/09/30
		450	6.00	99/06/30
	REVENUE	4452	8.50	99/07/30
HAMILTON	TRANSPORTATION	2,212	\$6.10	1995/05/31
	CORRECTIONS	975	\$11.08	2003/08/31
	DPHHS	2810	\$6.29	1999/06/30
		3,570	\$8.50	01/03/31
	CORRECTIONS	362	\$6.36	99/06/30
HARDIN HAVRE	CORRECTIONS	703	\$6.21	99/06/30
	DNRC	1729	\$6.32	03/05/31
		570	\$5.26	98/11/30
	DPHHS	600	\$6.86	1997/06/30
	FWP	814	\$6.25	2001/11/30
	JUSTICE	224	\$7.39	99/06/30

STATEWIDE LEASE SUMMARY BY CITY
FISCAL YEAR 99

LOCATION	DEPARTMENT	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
HAVRE	JUSTICE	600	\$6.00	95/06/30
HELENA	LABOR & INDUSTRY ADMINISTRATION	760	\$6.315	97/06/30
				05/07/31
				1999/01/10
		10,258	\$9.90	2001/09/30
		1600	\$8.50	2001/01/31
		2,350	\$8.50	99/06/30
		24,900	\$3.45	08/09/30
	AGRICULTURE			MONTH TO MONTH
	APPELLATE DEFENDERS	905	\$8.50	99/04/01
	COMMERCE			MONTH-TO-MONTH
		1,183	\$8.50	2000/07/31
		1,920	\$4.35	2004/05/01
		10,091	\$5.49	2000/07/31
		12,300	\$7.00	2002/06/30
		14,340	\$5.53	02/03/31
		733	\$10.00	2000/07/31
		740	\$9.73	2000/06/30
		850	\$8.50	2000/07/31
		9,903	\$8.50	98/06/30
	CONSUMER COUNSEL	1500	\$8.80	2001/11/30
	DEQ	28,256	\$8.50	2002/03/31
	DNRC			99/03/31
		2800	8.56	99/04/30
		29,325	OFFICE	01/06/30
	DPHHS	11,644	\$8.50	2005/06/30
		1791.7	\$8.50	00/09/30
		10,000	\$8.19	2002/11/21
		2,877	\$8.50	00/03/31
		25,385	\$8.50	2001/02/28
		4,015	\$8.97	01/09/30
		6,250	\$9.06	2002/06/30
	DPHHS/DNRC SUBLEASE	15,263	\$8.33	99/04/30
	F.W.P.	N/A	N/A	2000/06/30
		N/A	N/A	30-DAY NOTICE
	FWP			99/06/30

STATEWIDE LEASE SUMMARY BY CITY
FISCAL YEAR 99

LOCATION	DEPARTMENT	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
HELENA	FWP	4376	\$10.81	2004/07/30
	HISTORICAL SOCIETY			MONTH-TO-MONTH
	JUSTICE			MONTH-TO-MONTH
		2,393	N/A	2004/07/01
		2,700	N/A	MONTH-TO-MONTH
		750	\$6.24	98/12/31
		7583	\$8.50	2005/06/30
	JUSTICE/GAMBL CONTR	8,755	\$8.50	2005/06/30
	LABOR & INDUSTRY	17,000	\$8.50	1999/04/30
		2,400	\$7.45	99/07/31
		4203	\$7.00	2001/08/01
	MILITARY AFFAIRS	3,600	\$5.95	1998/09/30
		866	NA	2000/09/30
	MONTANA ARTS COUNCIL	1878	\$9.02	99/06/30
KALISPELL	OPI			MONTH-MONTH
		16000	N/A LEASE-	2012/06/30
	P.S.C.	15,600	\$8.50	2003/08/31
	REVENUE	11,784	\$6.48	2001/10/31
		15 SPACES		1998/10/31
		7425	\$10.00	99/09/30
	TRANSPORTATION			MONTH-TO-MONTH
	CORRECTIONS	2483	\$9.68	99/06/30
	DEQ	1280	\$7.66	2002/05/03
	DNRC	1,628	\$7.31	1997/06/30
		1920	\$7.66	2001/08/31
	DPHHS	4621	\$9.00	1999/06/30
		7,973	\$9.00	99/10/31
	JUSTICE	1000	\$4.20	1995/12/31
LEWISTOWN		1015	9.50 W/ESC	2000/10/31
	REVENUE	604	\$11.40	2001/08/31
	DNRC	3852	6.50	2001/12/31
	DPHHS	768	\$8.33	1997/01/23
	JUSTICE	348	\$2.98	MONTH-TO-MONTH
		388	\$3.99	MONTH-MONTH
	LABOR & INDUSTRY	1659	\$8.18	1999/01/31
	OPI	N/A	N/A	2003/02/28

STATEWIDE LEASE SUMMARY BY CITY
FISCAL YEAR 99

LOCATION	DEPARTMENT	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
LIBBY	CORRECTIONS	1,056	\$4.55	1999/06/30
	DPHHS	4352	\$7.85	2001/12/31
	LABOR	2706	4.66	2001/01/31
	MILITARY AFFAIRS	888	\$5.41	94/06/30
LIVINGSTON	DPHHS	1,440	\$7.00	97/06/30
		2,087	\$7.00	97/06/30
	F.W.P.	N/A		30 DAY NOTICE
	JUSTICE	400+	\$2.25	AUTO RENEWAL
MILES CITY	LABOR & INDUSTRY	2,000	\$7.50	01/06/30
	CORRECTIONS	456	\$8.00	99/06/30
	DNRC	2025	\$6.33	02/06/30
	DPHHS	4,800	\$6.25	96/06/30
		4800	\$7.00	00/09/30
	F.W.P.	5 ACRES	\$0.00	99/06/30
		UNKNOWN	N/A	02/01/06
	JUSTICE	253	\$4.74	MONTH TO MONTH
MISSOULA		367	\$6.05	1996/06/30
		500	\$2.40	97/08/19
	AGRICULTURE	360	\$11.33	AUTO RENEWAL
		429	\$12.50	1999/12/31
	CORRECTIONS	4368	\$6.85	1999/06/30
	DNRC	1,510	\$8.51	2003/06/30
		998	\$8.66	2003/06/30
	DPHHS	16,105	\$7.63	99/07/31
		8,220	\$8.75	2004/06/30
		8,240	\$8.43	99/06/30
	F.W.P.	UNKNOWN	UNKNOWN	MONTH-MONTH
	JUSTICE	UNKNOWN	UNKNOWN	MONTH-MONTH
OVANDO POLSON		1,920	\$.78	MONTH-TO-MONTH
		2,170	\$7.48	1999/06/30
		3,628	\$12.00	99/12/31
		7,171	\$12.02	95/06/30
	REVENUE	1,247	\$7.75	99/06/30
	TRANSPORTATION	900	\$5.40	MONTH-TO-MONTH
	CORRECTIONS	1200	\$8.00	99/09/30
	DPHHS	2620	\$7.50	1999/06/30

STATEWIDE LEASE SUMMARY BY CITY
FISCAL YEAR 99

LOCATION	DEPARTMENT	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
POLSON	DPHHS	3233	\$7.75	99/12/31
	JUSTICE	256	\$12.89	1998/06/30
	LABOR	1015	\$7.68	2001/06/30
	CORRECTIONS	1000	\$4.41	99/06/30
SHELBY	DNRC	1,681	\$6.07	1997/05/31
	MILITARY AFFAIRS	2507.85	\$3.71	99/06/30
SIDNEY	CORRECTIONS	338	\$7.98	99/06/30
	DPHHS	451.5	\$5.10	93/06/30
	LABOR & INDUSTRY	2,000	\$6.00	2000/06/30
SUPERIOR	DPHHS	1,151.44	\$7.50	1999/05/20
		600	\$7.50	1999/06/30
		353.584	\$7.50	1996/06/30
THOMPSON FALLS	LABOR & INDUSTRY	292	\$13.36	99/06/03
	CORRECTIONS	1,475	\$5.09	2000/06/30
	LABOR & INDUSTRY	545	\$9.34	99/06/30
VIRGINIA CITY	REVENUE	6,000	\$1.17	03/06/30
	F.W.P.	N/A		MONTH TO MONTH
	JUSTICE	1810	\$0.020 per month	96/06/30
WHITEHALL	Agriculture	2490	\$2.66	1999/06/30
WHITELASH	DPHHS	144	N/C	MONTH-TO-MONTH
Wolf Point	JUSTICE	N/A	N/A	month to month
	LABOR & INDUSTRY	1,908	\$4.87	2000/12/31

STATEWIDE LEASE SUMMARY BY AGENCY

STATEWIDE LEASE SUMMARY BY AGENCY
FISCAL YEAR 99

DEPARTMENT	LOCATION	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
ADMINISTRATION	HELENA			
		10,258	\$9.90	05/07/31
		2,350	\$8.50	1999/01/10
		24,900	\$3.45	2001/09/30
		1600	\$8.50	99/06/30
	HELENA, MT	812	\$7.33	08/09/30
AGRICULTURE	BILLINGS	345	\$7.65	2001/01/31
	BOZEMAN	195	\$6.00	2001/06/30
	GLASGOW	1412	\$8.15	2000/06/30
	GREAT FALLS	460	\$8.10	MONTH-TO-MONTH
				1999/06/30
	HELENA			1999/06/30
	MISSOULA	360	\$11.33	MONTH TO MONTH
		429	\$12.50	AUTO RENEWAL
	Wolf Point	1810	\$0.020 per month	1999/12/31
APPELLATE DEFENDERS	HELENA	905	\$8.50	96/06/30
COMMERCE	BILLINGS	1,100	\$6.95	99/04/01
		306	\$3.92	98/10/31
	GLENDIVE	210	\$5.15	MONTH-MONTH
	HELENA			MONTH TO MONTH
		1,183	\$8.50	MONTH-TO-MONTH
		1,920	\$4.35	2000/07/31
		10,091	\$5.49	2004/05/01
		12,300	\$7.00	2000/07/31
		14,340	\$5.53	2002/06/30
		733	\$10.00	02/03/31
		740	\$9.73	2000/07/31
		850	\$8.50	2000/06/30
		9,903	\$8.50	2000/07/31
	HELENA	1500	\$8.80	98/06/30
CONSUMER COUNSEL	GREAT FALLS	5,200	\$N/A	2001/11/30
CORRECTION	ANACONDA	638	\$4.70	2004/09/15
CORRECTIONS	BILLINGS	1987	\$9.00	99/06/30
		2314	\$6.58	1998/12/18
		3,880	\$7.88	98/12/18
		50 PARKING SPACES	\$12.00 PER	2008/06/30

STATEWIDE LEASE SUMMARY BY AGENCY
FISCAL YEAR 99

DEPARTMENT	LOCATION	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
CORRECTIONS	BOZEMAN	1365	\$11.77	01/06/30
	BUTTE	2,603	\$6.00	2003/06/30
		38,430	\$7.16	99/06/30
		598	\$6.46	99/06/30
	GLENDIVE	5694	\$6.28	99/06/30
	GREAT FALLS	975	\$11.08	2003/08/31
	HAMILTON	362	\$6.36	99/06/30
	HARDIN	703	\$6.21	99/06/30
	HAVRE	2483	\$9.68	99/06/30
	KALISPELL	1,056	\$4.55	1999/06/30
	LIBBY	456	\$8.00	99/06/30
	MILES CITY	4368	\$6.85	1999/06/30
	MISSOULA	1200	\$8.00	99/09/30
	POLSON	1000	\$4.41	99/06/30
	SHELBY	338	\$7.98	99/06/30
	SIDNEY	292	\$13.36	99/06/03
	THOMPSON FALLS	1,475	\$7.99	93/06/30
	BILLINGS	6359.71	\$5.00	02/06/14
		28,256	\$8.50	2002/03/31
	HELENA	1280	\$7.66	2002/05/03
DNRC	KALISPELL	6244 OFFICE	\$5.00	02/06/14
	BILLINGS	2312	\$10.45	2000/06/30
	BOZEMAN	120	\$.03	03/08/31
	CONRAD	720	\$6.50	2001/06/30
		1130	N/A	07/12/31
	DILLON	307	\$8.00	2002/09/30
	GLASGOW	2188	\$7.00	02/09/30
	HAVRE	1729	\$6.32	03/05/31
		570	\$5.26	98/11/30
	HELENA	2800	8.56	99/03/31
		29,325 OFFICE	\$7.80	99/04/30
	KALISPELL	1,628	\$7.31	01/06/30
		1920	\$7.66	1997/06/30
	LEWISTOWN	3852	6.50	2001/08/31
	MILES CITY	2025	\$6.33	2001/12/31
				02/06/30

STATEWIDE LEASE SUMMARY BY AGENCY
FISCAL YEAR 99

<u>DEPARTMENT</u>	<u>LOCATION</u>	<u>OFFICE SQ. FT.</u>	<u>OFFICE RATE</u>	<u>EXPIRES</u>
DNRC	MISSOULA	1,510	\$8.51	2003/06/30
		998	\$8.66	2003/06/30
		1,681	\$6.07	1997/05/31
DPHHS	ANACONDA	1408	7.54	1999/06/30
		2150	\$7.76	1999/06/30
		1,796	\$6.58	98/12/18
	BILLINGS	1289	8.00	97/06/30
		2859	\$5.50	2000/06/30
		4,900	\$3.31	99/06/30
		8,160	\$8.00	1999/06/30
		8,743	\$5.70	2000/06/30
		8,948	\$5.76	2000/06/30
	BOZEMAN	180	\$8.50	97/06/30
		3162	\$13.00	2001/06/30
		935	\$9.35	2001/12/31
	BROWNING	3,200	\$10.25	2004/09/30
	BUTTE	15,178	\$7.10	02/09/30
		5,702	\$8.75	2002/06/30
	DEER LODGE	1,395	\$6.57	2002/06/30
	GLASGOW	1,080	\$5.75	00/12/30
	GLENDALE	296.06	\$9.00	99/10/31
		797	\$7.45	00/09/30
	GREAT FALLS	13,400	\$6.68	1999/09/30
		5,065	\$8.40	2002/06/30
		8094.5	\$5.87	99/06/30
		8800	\$6.98	1999/06/30
	HAMILTON	2810	\$6.29	1999/06/30
		3,570	\$8.50	01/03/31
	HAVRE	600	\$6.86	1997/06/30
	HELENA	11,644	\$8.50	2005/06/30
		1791.7	\$8.50	00/09/30
		10,000	\$8.19	2002/11/21
		2,877	\$8.50	00/03/31
		25,385	\$8.50	2001/02/28
		4,015	\$8.97	01/09/30
		6,250	\$9.06	2002/06/30

STATEWIDE LEASE SUMMARY BY AGENCY
FISCAL YEAR 99

DEPARTMENT	LOCATION	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
DPHHS	KALISPELL	4621	\$9.00	1999/06/30
		7,973	\$9.00	99/10/31
	LEWISTOWN	768	\$8.33	1997/01/23
	LIBBY	4352	\$7.85	2001/12/31
	LIVINGSTON	1,440	\$7.00	97/06/30
		2,087	\$7.00	97/06/30
	MILES CITY	4,800	\$6.25	96/06/30
		4800	\$7.00	00/09/30
	MISSOULA	16,105	\$7.63	99/07/31
		8,220	\$8.75	2004/06/30
		8,240	\$8.43	99/06/30
	POLSON	2620	\$7.50	1999/06/30
		3233	\$7.75	99/12/31
	SIDNEY	451.5	\$5.10	93/06/30
	SUPERIOR	1,151.44	\$7.50	1999/05/20
		600	\$7.50	1999/06/30
	WOLF POINT	2490	\$2.66	1999/06/30
DPHHS/DNRC SUBLEASE F.W.P.	HELENA	15,263	\$8.33	99/04/30
	BILLINGS	2,709	\$1.29	04/07/14
	BOZEMAN	N/A	UNKNOWN	MONTH-MONTH
	BROADUS	UNKNOWN	UNKNOWN	SEASON-SEASON
	BUTTE	UNKNOWN	UNKNOWN	MONTH-MONTH
		UNKNOWN	UNKNOWN	MONTH-MONTH
	GEORGETOWN LAKE	UNKNOWN	UNKNOWN	ANNUAL RENEWAL
	GLASGOW	440	\$0.00	AUTO-RENEWAL
	HELENA	N/A	N/A	2000/06/30
		N/A	N/A	30-DAY NOTICE
	LIVINGSTON	N/A	N/A	30 DAY NOTICE
	MILES CITY	5 ACRES	\$0.00	99/06/30
		UNKNOWN	N/A	02/01/06
	MISSOULA	UNKNOWN	UNKNOWN	MONTH-MONTH
		UNKNOWN	UNKNOWN	MONTH-MONTH
	WHITEHALL	6,000	\$1.17	03/06/30
	BUTTE	1522 OFFICE	6.33	2006/01/31
FWP	HAVRE	814 OFFICE	\$6.25	2001/11/30
	HELENA			99/06/30

STATEWIDE LEASE SUMMARY BY AGENCY
FISCAL YEAR 99

DEPARTMENT	LOCATION	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
FWP HISTORICAL SOCIETY JUSTICE	HELENA	4376	\$10.81	2004/07/30
	HELENA			MONTH-TO-MONTH
	BILLINGS	1,440	\$1.37	MONTH-TO-MONTH
		1,500	\$10.50	1999/12/31
		15,870	\$9.18	2012/10/01
	BOZEMAN	1,200	\$9.25	98/07/31
		435	\$10.86	99/08/31
		500	\$3.60	ANNUAL RENEWAL
	BUTTE	720	\$8.50	2000/04/01
	DEER LODGE	11480	\$7.50	2005/11/30
	GLASGOW	271	\$7.00	1999/06/30
	GLENDIVE	1,200	\$3.96	2002/06/30
	GREAT FALLS	1,000	\$8.75	2002/09/30
		1900	\$.85	MONTH-TO-MONTH
		2,267	\$7.75	2000/06/30
	HAVRE	224	\$7.39	99/06/30
		600	\$6.00	95/06/30
	HELENA			MONTH-TO-MONTH
		2,393	N/A	2004/07/01
		2,700	N/A	MONTH-TO-MONTH
		750	\$6.24	98/12/31
	KALISPELL	7583	\$8.50	2005/06/30
		1000	\$4.20	1995/12/31
		1015	9.50 W/ESC	2000/10/31
	LEWISTOWN	348	\$2.98	MONTH-TO-MONTH
		388	\$3.99	MONTH-MONTH
	LIVINGSTON	400+	\$2.25	AUTO RENEWAL
	MILES CITY	253	\$4.74	MONTH TO MONTH
		367	\$6.05	1996/06/30
		500	\$2.40	97/08/19
	MISSOULA	1,920	\$.78	MONTH-TO-MONTH
		2,170	\$7.48	1999/06/30
		3,628	\$12.00	99/12/31
		7,171	\$12.02	95/06/30
	POLSON	256	\$12.89	1998/06/30
	WHITLASH	N/A		MONTH TO MONTH

STATEWIDE LEASE SUMMARY BY AGENCY
FISCAL YEAR 99

DEPARTMENT	LOCATION	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
JUSTICE	WOLF POINT	144	N/C	MONTH-TO-MONTH
	HELENA	N/A	N/A	month to month
JUSTICE/GAMBL CONTR	LIBBY, MT	8,755	\$8.50	2005/06/30
LABOR	POLSON	2706	4.66	2001/01/31
	ANACONDA	1015	\$7.68	2001/06/30
LABOR & INDUSTRY	BILLINGS	1942	\$6.50	2001/12/31
	BOZEMAN	9600	\$7.85	99/09/30
	BROWNING	188	\$9.50	1998/06/30
	DILLON	640	\$3.75	1996/06/30
	GLASGOW	1,354	\$7.95	2002/09/30
	GREAT FALLS	1,800	\$5.00	2001/07/30
	HAVRE	257	\$8.70	99/06/30
	HELENA	760	\$6.315	97/06/30
		17,000	\$8.50	1999/04/30
		2,400	\$7.45	99/07/31
		4203	\$7.00	2001/08/01
	LEWISTOWN	1659	\$8.18	1999/01/31
	LIVINGSTON	2,000	\$7.50	01/06/30
	SIDNEY	2,000	\$6.00	2000/06/30
	SUPERIOR	353.584	\$7.50	1996/06/30
	THOMPSON FALLS	1,475	\$5.09	2000/06/30
	WOLF POINT	1,908	\$4.87	2000/12/31
MILITARY AFFAIRS	BOZEMAN	1500	\$12.26	98/09/30
	BUTTE	425	\$5.65	99/06/30
	GREAT FALLS	432	\$27.78	98/09/30
		450	6.00	99/06/30
	HELENA	3,600	\$5.95	1998/09/30
		866	NA	2000/09/30
	LIBBY	888	\$5.41	94/06/30
	SHELBY	2507.85	\$3.71	99/06/30
MONTANA ARTS COUNCIL	HELENA	1878	\$9.02	99/06/30
MT. RURAL DEV. CNSL	ANACONDA	544	\$4.25	97/06/30
OPI	HELENA			MONTH-MONTH
		16000	N/A LEASE-	2012/06/30
	LEWISTOWN	N/A	N/A	2003/02/28
P.S.C.	HELENA	15,600	\$8.50	2003/08/31

STATEWIDE LEASE SUMMARY BY AGENCY
FISCAL YEAR 99

DEPARTMENT	LOCATION	OFFICE SQ. FT.	OFFICE RATE	EXPIRES
REVENUE	BOZEMAN	3200	\$12.00	1999/06/30
	BUTTE			98/11/30
	GREAT FALLS	4452	8.50	99/07/30
	HELENA	11,784	\$6.48	2001/10/31
		15 SPACES		1998/10/31
		7425	\$10.00	99/09/30
	KALISPELL	604	\$11.40	2001/08/31
	MISSOULA	1,247	\$7.75	99/06/30
	VIRGINIA CITY	545	\$9.34	99/06/30
	BOZEMAN	2,900	\$13.00	1997/06/30
SUPREME COURT TRANSPORTATION	ANACONDA	600	\$6.00	MONTH-TO-MONTH
	BAKER	360	\$3.36	MONTH-TO-MONTH
	BIG TIMBER	888	\$6.76	1999/04/16
	BILLINGS	1,616	\$5.78	1998/02/28
	BOZEMAN	1750	\$7.07	2000/12/31
	BUTTE	1,000	\$3.00	MONTH-TO-MONTH
	CULBERTSON	520	\$6.00	1999/12/31
	DILLON	774	\$7.26	1995/06/30
	ENNIS	1,000	\$4.80	95/01/31
	GLENDIVE	5,100	\$1.53	1998/09/30
	GREAT FALLS	2,212	\$6.10	1995/05/31
	HELENA			MONTH-TO-MONTH
	OVANDO	900	\$5.40	MONTH-TO-MONTH

